

U.S. Embassy Niamey

Date: *April 5th, 2023*

Dear Prospective Offeror:

Subject: Request for Quotes **19NG6023Q0005**

Enclosed is a Request for Quotes (RFQ) for *wall fence construction services*. If you would like to submit a quotation, follow the instructions in Section J of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form that follows this letter.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract/purchase order based on initial proposals, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Quotations are due by **Wednesday, April 19th, 2023 @ 17:00 PM**. No quotations will be accepted after this time. Quotations must be in English and incomplete quotations will not be accepted.

A site visit has been scheduled for **April 12th, 2023 at 10:00AM**. Interested bidders must e-mail at least 48 hours before the visit for clearance.

E-mail : Niameysgoprocurement@state.gov .

Participants will meet at *American Embassy Niamey*

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed for **19NG6023Q0005 wall fence construction services, Attention to Contracting Officer**

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-1449
2. Section A, Pricing
3. Section L Representations and Certifications
4. Additional information as required in Section J
5. Proof of SAM Registration

Offerors shall be registered in the SAM (System for Award Management) database at <https://www.sam.gov> prior to submittal of their offer/proposal as prescribed under FAR 4.1102. Failure to be registered at time of proposal submission may deem the offeror's proposal to be considered non-responsible and no further consideration will be given.

Therefore, offerors are highly encouraged to register immediately if they are interested in submitting a response to this requirement.

Sincerely,
Calabrese Michael
Contracting Officer

Enclosure:
SOW

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER		PAGE 1 OF	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30						2 OF 60	
2. CONTRACT NO.		3. AWARD/EFFECTIVE		4. ORDER NUMBER		5. SOLICITATION NUMBER	
19NG6023Q0005		DATE				19NG6023Q0005	
7. FOR SOLICITATION		a. NAME			b. TELEPHONE NUMBER(No collect calls)		8. OFFER DUE DATE/ LOCAL TIME
INFORMATION CALL		Calabrese Michael			227) 20 72 26 26/64		
9. ISSUED BY		CODE		10. THIS ACQUISITION IS		11. DELIVERY FOR FOB	
American Embassy Niamey				X UNRESTRICTED		DESTINATION UNLESS BLOCK IS MARKED	
Rue des Ambassades				<input type="checkbox"/> SET ASIDE: % FOR		<input type="checkbox"/> SEE SCHEDULE	
BP 11201				<input type="checkbox"/> SMALL BUSINESS			
				<input type="checkbox"/> HUBZONE SMALL BUSINESS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER	
				<input type="checkbox"/> 8(A)		13b. RATING	
				NAICS:		14. METHOD OF SOLICITATION	
				SIZE STD:		X RFQ	
15. DELIVER TO		CODE		16. ADMINISTERED BY		<input type="checkbox"/> IFB <input type="checkbox"/> RFP	
AMERICAN EMBASSY NIAMEY							
RUE DES AMBASSADES, B.P. 11201, ATTN:GSO							
		FACILITY		18a. PAYMENT WILL BE MADE BY		CODE	
				AMERICAN EMBASSY NIAMEY			
				RUE DES AMBASSADES, B.P. 11201, ATTN FMO			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED			
				<input type="checkbox"/> SEE ADDENDUM			
19.	20.			21.	22.	23.	24.
	“Wall fence construction services”						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
X 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA X ARE <input type="checkbox"/> ARE NOT ATTACHED.							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _3_ COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29.AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)	31c. DATE SIGNED
		<i>Calabrese Michael</i>	

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SECTION A – PRICING

A.1.0 GENERAL

The Contractor shall perform construction inspection services for a U.S. Government construction project at the American Embassy, Niamey. This is (1) a Firm, Fixed-Price contract type for submittals reviews, identified in Exhibit A and (2) a Time-and-Materials contract with fixed, fully loaded hourly rates for all other effort, using the labor categories set forth below. The hourly rates stated in the contract shall include all direct and indirect costs, insurance, overhead, general and administrative expense, and profit.

A.2.0 PRICING

A.2.1 VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

A.2.2 LABOR-HOUR RATES

All work performed under this contract, with the exception of Submittals reviews, shall be invoiced and paid on a Time-and-Materials basis. The following labor hour rates, set forth in local currency (XOF) shall apply.

The hourly rates are fully loaded rates, including:

- all direct and indirect labor costs (including, but not limited to any premiums relating to overtime and holidays), except for separately priced Review of Submittals;
- all direct and indirect material costs (except for separately priced Review of Submittals);
- insurance;
- all overhead and indirect costs, including general and administrative expenses (G&A); and
- profit.

Labor Hour Rates for All Services other than Review of Submittals

Labor Category	Hourly Rate	Estimated Hours	Total Estimated Amount
Principal			
Senior Architect			
Junior Architect			
Senior Draftsperson			
Junior Draftsperson			
Interior Designer			
Senior Electrical Engineer			
Senior Mechanical Engineer			
Senior Structural Engineer			
Junior Engineer			
CADD Operator			
Clerical			

TOTAL NOT TO EXCEED AMOUNT: _____

The Contractor shall notify the Contracting Officer in writing 60 days before the Contractor expects the total costs incurred to exceed 75% of any ceiling price/not to exceed amount listed above.

A.2.3 REIMBURSABLE EXPENSES

The clause at G.4 identifies the types of expenses that will be reimbursable, if otherwise allowable, allocable and reasonable. The Government will only pay the price as documented on the receipt. No overhead or profit will be added to these reimbursable costs.

The total reimbursable expenses shall not exceed: 820000 USD

A.2.4 FIRM, FIXED-PRICE FOR REVIEW OF SUBMITTALS IDENTIFIED IN EXHIBIT A

Firm-Fixed Price for Review of All Submittals Listed in Exhibit A: _____

A.3.0 COST SUMMARY

Estimated Labor (A.2.2):	13284 USD
Estimated Reimbursables (A.2.3):	53136 USD
Submittals Review (firm-fixed price):	
Value Added Tax:	15580 USD
Total Not to Exceed Amount:	820000 USD

SECTION B - STATEMENT OF WORK

A&E CONSTRUCTION INSPECTION SERVICES

American Embassy Niamey Wall fence construction Services PROJECT

B.1.0 GENERAL

B.1.1 DEFINITIONS

- *A/E of Record* means A/E who designed the construction drawings and specifications
- *Government* (U.S. Government)
- *Day* means calendar day unless otherwise specifically indicated
- *FAR* means Federal Acquisition Regulation
- *Contracting Officer Representative (COR)* means a person appointed by the Contracting Officer who is authorized to perform the duties outlined in this contract.
- *Contractor* means the A/E performing this contract
- *Construction contractor* means the general construction contractor performing the construction contract

B.1.2 SCOPE OF WORK

This scope of work covers construction inspection support services on an as-needed basis to American Embassy Niamey related to the administration of the construction contract for the Wall fence construction services. The Contracting Officer's Representative (COR) for this construction inspection services contract will be the *Facility Maintenance Officer Assistant*. The construction inspection services contractor shall provide support services for the following categories (see succeeding paragraphs for more details for each category listed below):

- Review of construction submittals initiated by the Contractor as outlined in Exhibit A.
- Answering Requests for Information (RFI's) initiated by the construction contractor and/or the COR.
- Site visits as required to review construction issues, samples, and mock-ups or to provide other construction related services.
- Inspection Activities
- Other Miscellaneous Directly Related Services, including daily weather reports

B.2.0 SUBMITTALS

B.2.1 SERVICES

SERVICES SHALL INCLUDE:

- The technical review and handling of construction contractor-prepared submittals, as listed in Exhibit A, for conformance with the final approved construction documents and RFI's. The term "submittals" includes shop drawings, product data, materials, equipment, samples, wiring diagrams, factory test data, mockups, test reports and inspection reports for conformance with the approved contract documents. The Contractor shall provide a recommendation in writing, to approve or reject, for each submittal reviewed. The Contractor shall provide this recommendation to the COR and at the same time, return the submittal with any necessary comments.
- As part of the submittals review, the Contractor provide to the COR recommendations regarding whether the submittals indicate that all facilities will be constructed by the construction contractor with materials, finishes, fixtures, fixtures, equipment, and systems that provide operational dependability. The Contractor shall provide recommendations to the COR to assist the COR in assuring that these facilities are easy to maintain or replaced with those most readily available supplies and services subject to procurement practices of the Federal Acquisition Regulations. Emphasis must be placed on the uniformity of parts and components to maximize interchangeability.
- Review the construction schedule and any revisions provided by the COR to the Contractor. Also review quality control/quality assurance plan. The Contractor shall not accept any documentation directly from the construction contractor. Recommend to the COR viable alternatives if the construction contractor's performance falls behind the approved schedule.
- Evaluate the construction contractor's proposed testing laboratories and test procedures and providing recommendations to the COR for approval.

B.2.2 ORDERING

All submittals will be reviewed by the COR for sufficiency of content only, before forwarding to the Contractor. The COR will then forward the submittals to the Contractor, following the procedures outlined in B.2.3 below.

B.2.3 DELIVERY METHOD

The COR will send the submittals to the Contractor via email unless otherwise restricted by size, weight, or time limitation. The COR will include a transmittal letter

with each submittal. Unless otherwise directed, the Contractor shall return submittals to the COR by commercial delivery service or hand-delivered.

B.2.4 REVIEW PERIOD

Time is of the essence. Therefore, unless otherwise directed in writing, the Contractor review shall be completed and the submittals returned to the COR within seven (7) calendar days from the date of receipt by the Contractor. If additional review of a submittal is required because the Contractor did not perform acceptably initially, the Contractor shall complete the second review within the time specified by the COR at the time that submittal is returned by the COR to the Contractor.

B.2.5 PAYMENT

The Government shall make payment in accordance with A.2.3., after completion of review of all submittals listed in Exhibit A.

B.3.0 LABOR-HOUR SERVICES

B.3.1 REQUESTS FOR INFORMATION (RFI)

SERVICES SHALL INCLUDE:

- Review and processing of Requests For Information (RFI's). These are not the resolution of errors and omissions associated with the contract drawings and specifications, but may include request for substitutions, clarifications, etc. RFI's may include schematics, descriptive literature, performance and test data, and similar material furnished by the construction contractor.
- Preparation of sketches and drawings that may be necessary to clarify portions of the work. COR will coordinate the review of these sketches and drawings with the A/E of record.

Review Period: Time is of the essence. Therefore, unless otherwise directed, the Contractor shall complete the review of RFI's not later than five (05) calendar days after receipt of the item to be reviewed.

B.3.2 SITE VISITS

Services shall include site visits to the construction sites. These on-site visits may include submittal and sample reviews or other construction-related services. The Contractor shall provide a site visit report to the COR by the next regular business day after the conclusion of each visit. Each report shall be delivered to the address listed in E.2.0. See also paragraph below, that includes certain activities which require on-site services relating to inspection.

B.3.3. INSPECTION ACTIVITIES

B.3.3.1 General

Services shall include site visits to the construction sites, though some of the work may be performed off-site, as noted below. Each report/all documentation shall be delivered to the address listed in E.2.0.

B.3.3.2 Contractor Liability

The Contractor shall not interact with the construction contractor or the A/E of record. The Contractor shall limit all interaction regarding services provided under this contract, to interaction with the Contracting Officer, COR, or designee. The Contractor shall ensure that it does not represent itself as an agent of the Government. Furthermore, the Contractor shall take all precautions to ensure that its actions do not result in the construction contractor or the A/E of record taking their own action. Should the construction contractor or A/E of record later claim that they took action based on something the Contractor did or communicated, the Contractor will be liable for any increased costs or delays incurred by the construction contractor or A/E of record.

B.3.3.3 These on-site visits may include the following:

- Inspection of construction activities to ascertain that the work is performed according to sound engineering principles and practices and meets all applicable standards. Each day this type of service is provided, the Contractor shall submit a written report to the COR by close of business (COB) the next regular business day. The format to be followed is set forth in Exhibit B.
- Documentation and description of differing site conditions, dates of discovery, potential impact on the project schedule and costs. This documentation shall be part of the inspection report, as the situation requires.
- Review of surveys, alignments, and elevations during construction to assure conformance with the drawings and specifications.
- Review of construction contractor compliance with the quality level expected for the project. Before any review, the Contractor shall develop procedures for analyzing the quality of work performed. The Contractor shall develop these procedures at the Contractor's facility and submit them within ten (10) calendar days of contract award.

- Review of the adequacy and acceptability of the engineering aspects of the construction work through field inspections, review of construction reports, and meeting with COR.
- Verification that testing and inspection of the construction contractor's work are accomplished consistent with industry quality standards.
- Review of safety standards at the site. Perform weekly safety inspections with the Post Safety Officer and COR. The COR has the authority to direct the construction contractor to correct safety violations.

B.3.4 MISCELLANEOUS DIRECTLY-RELATED SERVICES

Services shall include miscellaneous related services most of which are to be provided on an as-needed basis. One service that must be provided throughout the term of this contract are accurate daily weather reports, to be provided weekly.

The Contractor shall provide the following miscellaneous related on an as-needed basis.

- Review the construction contractor's progress payments submittals for accuracy and acceptability. Following receipt of the construction contractor's request for payment from the COR, and on the basis of an inspection of the work, the Contractor shall perform a review of the progress payment and make a written recommendation to the COR as to the amount which is then due. If, the Contractor recommends less than the full amount, the Contractor shall provide the reasons for the lesser payment.
- Inspection and verification that all material and equipment delivered on site and used for the project meet the contract requirements.
- Provide a statement of work and cost estimate to the COR if modifications or changes are required to the construction contract. Review of the construction contractor's proposals and provide written comments to the COR as to their accuracy and advisability. The Contractor shall evaluate and recommend the cost of alternative proposals and substitutions.
- Provide assistance to the COR in preparation of a punch list and verification of punch list items being corrected, and recommend issuance of the substantial completion and final completion certificates for the construction.
- Establish the methods and procedures to minimize the potential for claims and or the impact of claims against the U.S. Government with minimal disruption to the ongoing construction efforts. The Contractor shall immediately inform the COR of any occurrence whereby the U.S. Government may be found liable for the

possible claims by the action or inaction of the construction contractor or the USG.

- Provide back up information and assist the COR in a background role, to resolve any potential claim, or dispute by the construction contractor.

B.3.5 ORDERING

The COR will order the services in B.3. in writing. The Government will not pay for work performed by the Contractor if the work was not ordered in writing by the COR. The order will include the list of documents to be reviewed or other work activities required on that visit and a proposed time period for the visit. The Contractor proposed dates for the visit must be approved by the COR prior to the visit.

The Contractor shall follow the schedule of inspection as defined in B.3.3. above and set forth as Exhibit C. The COR will order any additional visits in writing. The order will detail the services to be provided or other work activities required on that visit and a proposed time period for the visit. The Contractor-proposed dates for the visit must be approved by the COR prior to the visit.

B.3.6. PAYMENT

The Contractor will be paid at the established (fully burdened) hourly rates identified in A.2.1. for all RFI's, on site inspections and report preparation associated with the contract drawings or specifications.

Invoicing shall be based on the actual time expended by individuals at the hourly rates specified in A.2.1. The Contractor shall submit certified time cards with each invoice. Facsimile and international telephone calls shall be listed as reimbursable expenses as described below in G.4.0.

B.4.0 REPORTS

B.4.1 FORMAT

Except for the reports whose format is set forth in Exhibit B, all other reports shall be prepared in a consistent format agreed upon with the COR.

B.4.2 REQUIRED REPORTS

- An accurate daily record of weather conditions
- Submittal reviews
- RFIs
- Construction meetings with COR.
- Reports of inspections
- A log of site correspondence

B.4.3 ADDRESS

All reports shall be delivered to the address and individual listed in E.2.0.

B.5. CONTRACTING OFFICER'S REPRESENTATIVE

The Contractor shall direct all communication regarding this contract, to the COR or the Contracting Officer. Communication from other Government representatives, the construction contractor, subcontractor and supplies is prohibited. Actions taken by the Contractor as a result of direction from other than the COR or the Contracting Officer are at his own risk. The Government will not pay for work performed by the Contractor if the work was not ordered in writing by the COR, or the Contracting Officer. The Contractor shall not directly communicate with the construction contractor's representative. See also F.1.0.

B.6. QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

The Contractor shall carefully review and coordinate submittals with drawings and specifications, and other project documents. The Contractor shall have a quality control program in effect, which will require his employees and consultants to thoroughly review and coordinate all project data. The letter of transmittal, outlining Contractor recommendations, shall certify that all documents have been reviewed and coordinated. The certification shall be signed by a principal of the Contractor's firm. The Contracting Officer's Representative (COR) will review and approve the Quality Assurance/Quality Control (QA/QC) program proposed by the Contractor. This program shall indicate the method of controlling the quality of all work produced by the Contractor and consultants. Refer to FAR Clause 52.236-23, "Responsibility of the Architect/Engineer Contractor".

SECTION C - PACKAGING AND MARKING

C.1 PACKAGING AND MARKING

Packaging and marking shall follow commercial practice.

C.2 PREPARATION OF DELIVERABLE ITEMS

Deliverable items other than letter reports shall be three-hole punched and bound with screw-type binders and rubber bands.

SECTION D - INSPECTION AND ACCEPTANCE

D.1. INSPECTION

The Contractor shall maintain a system of quality assurance and quality control to ensure that all documentation of the design meet the requirements of this contract. The Government reserves the right to inspect the Contractor's work as well as its system of Quality Assurances and Quality Control (QA/QC).

The Contractor's key individual responsible for quality of design/review of submittals is _____. The Contractor's key individual responsible for quality of documentation is _____. If a key individual (see D.3 below) needs to be replaced during performance of this contract the Contractor shall submit a resume for a replacement to the COR for approval.

D.2. ACCEPTANCE

The COR shall accept deliverable items. Acceptance or use of documents developed under this contract shall not relieve the Contractor of responsibility of his work, including any design work.

SECTION E - DELIVERIES AND PERFORMANCE

E.1. PERIOD OF PERFORMANCE

The Contractor shall provide the construction inspection services outlined in Section B commencing 10 days after award and concluding at the end of the construction project, currently scheduled for 45 days.

E.2. DELIVERABLES

The Contractor shall submit all deliverables to the COR at the following address:

**American Embassy Niamey
Rue des Ambassades.
BP 11201**

SECTION F - CONTRACT ADMINISTRATION DATA

F.1.0. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is **the Facility Maintenance Assistant**

F.1.1. DUTIES

The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract. The COR is designated as the authority to act for the Contracting Officer in matters concerning technical clarification, inspection, and acceptance of the Contractor's performance under this contract. The COR will coordinate all work with the Contractor during the term of this contract. In no instance is the COR authorized to alter the contract's terms or conditions, including the design to budget parameter. Such changes must be authorized by the Contracting Officer in a written modification to the contract.

F.2.0. INVOICING AND PAYING INSTRUCTIONS

F.2.1 INVOICING

(a) The Contractor shall submit invoices in the original and three copies to the designated billing address indicated in this contract. The COR will determine whether the invoice is complete and proper as submitted. The COR also will determine whether billed services have been satisfactorily performed and whether reimbursable expenses billed are correct. If the amount billed is incorrect, the COR will, within seven days, ask the Contractor to submit a revised invoice. Invoices may be submitted on a monthly basis and shall include:

(1) For *Submittal Reviews*, the line item submittal review provided, list the date completed, and fixed price.

(2) For preparation of responses to *Requests for Information (RFI's)*, list the completion date, the individual's time spent and the time card provided to substantiate costs incurred, in accordance with the rates in A.2.1.

(3) For *Site Visits*, list the name, the dates of the visit, and the established hourly rate specified in A.2.1 for each individual whose time is being invoiced.

(4) For *Inspection Activities*, list the name of individual(s), the dates and times of the visit, and the established hourly rate specified in A.2.1 for each individual whose time is being invoiced.

(5) For *Other Directly Related Services*, list the description of each task completed, the completion date, individual's time spent and time card to substantiate costs, and price based on rates specified in A.2.1 for each individual whose time is being invoiced.

(6) For *Reimbursable Expenses*, list expenses and provide sufficient documentation (i.e., bills, receipts, etc.) to substantiate costs incurred.

(b) Payment

The Contractor will be paid in full for:

(1) The line item price listed in Appendix A for the submittals reviewed at the Contractor office accepted and invoiced.

(2) For preparation of responses to Requests for Information (RFI's), accepted and invoiced.

(3) Each site visit at the established hourly rate per person, for each visit completed and invoiced.

(4) For inspection services at the established hourly rate per person, for each visit completed and invoiced.

(5) For performing Additional Services, accepted and invoiced.

(6) Allowable reimbursable expenses substantiated by documentation.

F.2.2. FINAL INVOICE

The Contractor shall specifically identify its last invoice as "Final Invoice." The final invoice shall include the remaining payments due under the basic contract and any and all modifications issued. The final invoice shall also attach a "Contractor's Release Certificate". The Contractor should keep one copy of the certificate for its files and include the others with each copy of the final invoice. If the Contractor has any questions regarding payment status, contact the designated billing office.

F.2.3. MONTHLY PROGRESS PAYMENTS

Monthly progress payments pursuant to the contract clause FAR 52.232-10 titled "Payments Under Fixed Price Architect Engineer Contracts" are not authorized. Payments for deliverable items listed in Exhibit A shall be made in accordance with FAR 52.232-1, "Payments". For reimbursable expenses listed in Section G.2.0, payment shall be made after an acceptable invoice has been submitted by the Contractor.

F.2.4 DESIGNATED BILLING OFFICE

The Contractor shall mail invoices to:

**American Embassy Niamey
Rue des Ambassades ATTN FMO
BP 11201**

Invoices shall reflect the contract number and the name of the COR.

SECTION G - SPECIAL TERMS AND CONDITIONS

G.1.0. SECURITY

The following considerations must be followed by the Contractor and/or must be incorporated into any deliverables submitted under this contract.

G.1.1. All documents received or generated under the contract are the property of the U.S. Government.

G.1.2. All documents are to be controlled and disseminated on a need-to-know basis. Reproduction and distribution is prohibited without express approval of the U.S. Government. The Contractor shall mark all design and construction documents as follows:

WARNING

This document is the property of the United States Government. Further reproduction and/or distribution is prohibited without the express written approval of:

U.S. EMBASSY Niamey RSO/FAC OFFICE

G.1.3. Proposed and actual contract documents shall only be disseminated on a strict need-to-know basis, and shall not be further disseminated without prior authorization from the Department of State.

G.1.4. Contractor personnel receiving proposed or actual contract documents, to include blueprints, other technical drawings, sketches, submittals, RFI's, photographs, exposed negatives, and/or descriptive narratives pertaining to the project, shall be responsible for these materials while in their possession, or that of any of their subcontractors. The Contractor shall return all documents, including all copies, promptly upon demand by the Government.

G.1.5. Photographs of any public areas of any U.S. diplomatic or consular facility overseas must be approved and authorized in advance by the Site Security Manager (SSM) and/or the Senior Security Officer (SSO). The SSO or SSM will establish any controls, limits, and/or other restrictions as deemed necessary. The Contractor shall submit a written request for authorization for such photography citing the reason(s) and use(s) for the photographs and/or negatives.

G.1.6. The Department of State shall be afforded the opportunity to review all photographs and negatives in advance of any public use, and reserves the right to deny such use. No further dissemination, publication, duplication, or other use beyond that which was requested and approved under this contract is authorized without specific advance written approval from the Department of State.

G.1.7. Department reserves the right to demand retention of all copies of photographs and negatives.

G.2. STANDARDS OF CONDUCT

The Contractor shall maintain satisfactory standards of competency, conduct, cleanliness, appearance and integrity. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves and the United States Government.

G.3.0. REIMBURSABLE EXPENSES

Reimbursements for Construction Inspection Services. Reimbursable Expenses shall not include overhead, G&A, or profit and are limited to the types of expenses set forth in G.3.1:

G.3.1 LIST OF TYPES OF REIMBURSABLE EXPENSES

- *International Telephone Calls.* The Contractor shall be reimbursed for all necessary and substantiated international telephone expenses including facsimile transmission, associated with performance of this contract. These costs shall be limited to communication between the A&E and the OBO Project Director. Cost of domestic telephone charges shall be included in the loaded hourly rates.
- *Local Travel Expenses.* Local travel expenses shall not be considered reimbursable expenses. However, if the Contractor's employee is requested by the Contracting Officer or COR to undertake travel of more than 60miles , roundtrip from the construction site, the Contractor will be reimbursed for allowable travel costs, including but not limited to mileage at 60 mileage rate for reimbursement purposes, transportation by common carrier, and per diem.

G.3.2 CEILING ON REIMBURSABLES

The total amount estimated for reimbursable expenses under this contract is set forth in A.2.2. The Contractor shall not exceed this amount unless the Contracting Officer increases that amount through contract modification.

G.4.0. ORGANIZATIONAL CONFLICTS OF INTEREST

Neither the Contractor nor any of its employees, affiliates, or related entities may participate in any way in the construction contract identified in B.1.0. The Contractor, its employees, affiliates, or related entities may not provide consulting or subcontract services related to the construction contract, to any party other than the U.S. Government.

The Contractor shall include this clause in all subcontracts, purchase orders, and consulting agreements for service.

G.5.0. RELEASE OF INFORMATION

All data furnished to the Contractor and data developed in connection with the project shall be considered privileged. The Contractor shall not make public announcements, including news and press releases; these are the prerogative of the Contracting Officer.

G.6.0. NOTIFICATION OF CHANGES

G.6.1. This clause applies to changes other than changes directed by the Government pursuant to the contract clause titled "52.243-1 Changes - Fixed Price (AUG 1987) Alternate III (APR 1984)."

G.6.2. DEFINITIONS. "*Contracting Officer*," as used in this clause, does not include representatives of the Contracting Officer.

G.6.3. NOTICE. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to be a change to this contract. Except for changes identified in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing within ten (10) days from the date the Contractor identified any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. Any notification received after 10 days will not be considered. On the basis of the most accurate information available to the Contractor, the notice shall state

-

- (i) The date, nature and circumstances of the conduct regarded as a change;
- (ii) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (iii) The identification of any documents and the substance of any oral communication involved in such conduct;
- (iv) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (v) The particular elements of contract performance that the Contractor may seek an equitable adjustment under this clause, including –
 - What contract line items have been or may be affected by the alleged change;
 - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

- To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (vi) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance.

G.6.4. CONTINUED PERFORMANCE. Following submission of the notice required above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor. Unless the notice reports a direction of the Contracting Officer or a communication from a representative of the Contracting Officer, the Contractor shall continue performance. However, if the Contractor regards the direction or communication as a change as described above, notice shall be given in the manner provided.

G.6.5. GOVERNMENT RESPONSE. The Contracting Officer shall, within thirty (30) days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall -

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) Advise the Contractor what additional information is required and when, and establish the date by which it should be furnished and the date the Government will respond.

G.6.6. EQUITABLE ADJUSTMENTS

If the Contracting Officer confirms that the Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, the Government will modify the contract to make an equitable adjustment -

- (1) In the contract price or delivery schedule or both; and
- (2) Any other term of the contract affected.

G.6.7. Failure to agree to any adjustment shall be a dispute under the Disputes clause. Nothing in this section shall relieve the Contractor from proceeding with the work.

G.7.0 PERSONNEL SECURITY

After award of the purchase order, the Contractor has five (5) calendar days to submit to the COR a list of personnel assigned to this project who will require access to the construction site, for the Government to conduct all necessary security checks.

Information necessary to process clearance of personnel: Full name, ID#, Date of Birth, Place of Birth, Nationality and a recent photograph.

Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal of the application. Once the Government has completed the security screening and approved the applicants, they will be given access to the site. Access to the site may be revoked at any time due to falsification of data or misconduct on site.

G.8 The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

SECTION H - CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION (FAR) CLAUSES ARE INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (JUN 2020)
52.203-3	GRATUITIES (APR 1984)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)
52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUN 2020)

52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)	
52.222-50	COMBATING TRAFFICKING IN PERSONS (OCT 2020)	
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)	
52.225-5	TRADE AGREEMENTS (FEB 2016)	
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)	
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)	
52.227-17	RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)	
52.228-4	WORKERS’ COMPENSATION AND WAR HAZARD INSURANCE OVERSEAS (APR 1984)	
52.229-6	TAXES – FOREIGN FIXED PRICE CONTRACTS	(FEB 2013)
52.232-1	PAYMENTS (APR 1984)	
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND MATERIALS LABOR-HOUR CONTRACTS (AUG 2012)	
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)	
52.232-1	PAYMENTS (APR 1984)	
52.232-11	EXTRAS (APR 1984)	
52.232-18	AVAILABILITY OF FUNDS (APR 1984)	
52.232-26	PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (JULY 2013)	
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (OCT 2018)	
52.233-1	DISPUTES (MAY 2014) ALTERNATE I (DEC 1991)	
52.233-3	PROTEST AFTER AWARD (AUG 1996)	

- 52.236-23 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)
- 52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
- 52.242-14 SUSPENSION OF WORK (APR 1984)
- 52.243-1 CHANGES – FIXED-PRICE (AUG 1987) ALTERNATE III (APR 1984)
- 52.243-3 CHANGES – TIME-AND-MATERIAL OR LABOR-HOUR (SEPT 2000)
- 52.246-4 INSPECTION OF SERVICES – FIXED-PRICE (AUG 1996)
- 52.246-6 INSPECTION – TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001) ALTERNATE I (APR 1984)
- 52.246-26 REPORTING NONFORMING ITEMS (DEC 2019)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.249-7 TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES INCORPORATED IN
FULL TEXT

- 52.213-4 TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (MAR 2023)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

- (ii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
 - (iii) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
 - (iv) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
 - (v) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
 - (vi) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
 - (vii) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (viii) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
 - (ix) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C.3553](#)).
 - (x) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) ([Pub. L. 108-77](#) and 108-78 ([19 U.S.C. 3805 note](#))).
- (2) Listed below are additional clauses that apply:
- (i) [52.232-1](#), Payments (APR 1984).
 - (ii) [52.232-8](#), Discounts for Prompt Payment (FEB 2002).
 - (iii) [52.232-11](#), Extras (APR 1984).
 - (iv) [52.232-25](#), Prompt Payment (JAN 2017).
 - (v) [52.232-39](#), Unenforceability of Unauthorized Obligations (JUN 2013).
 - (vi) [52.233-1](#), Disputes (MAY 2014).
 - (vii) [52.244-6](#), Subcontracts for Commercial Products and Commercial Services (MAR 2023).
 - (viii) [52.253-1](#), Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)(Pub. L. 109-282) ([31 U.S.C. 6101 note](#)) (Applies to contracts valued at or above the threshold specified in FAR [4.1403](#)(a) on the date of award of this contract).

(ii) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in [2.101](#) on the date of award of this contract).

(iii) [52.222-20](#), Contracts for Materials, Supplies, Articles, and Equipment., Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020) ([41 U.S.C. chapter 65](#)) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)) (Applies to contracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of award of this contract).

(v) [52.222-36](#), Equal Employment for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)) (Applies to contracts over the threshold specified in FAR [22.1408](#)(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)) (Applies to contracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of award of this contract).

(vii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(viii)

(A) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for

obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (Applies when [52.222-6](#) or [52.222-41](#) are in the contract and performance in whole or in part is in the United States (the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*))).

(x) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706) (Applies when [52.222-6](#) or [52.222-41](#) are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

(xi) [52.223-5](#), Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xii) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR [23.804](#)(a)(1)).

(xiii) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xiv) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)) (Unless exempt pursuant to [23.204](#), applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP)) will be-

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xv) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) [52.223-21](#), Foams (JUN 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends

containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xvii)

(A) [52.225-1](#), Buy American-Supplies (OCT 2022) ([41 U.S.C. chapter 67](#)) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in [2.101](#) on the date of award of this contract, and the acquisition-

(1) Is set aside for small business concerns; or

(2) Cannot be set aside for small business concerns (see [19.502-2](#)), and does not exceed \$50,000).

(B) *Alternate I* (OCT 2022) (Applies if the Contracting Officer has filled in the domestic content threshold below, which will apply to the entire contract period of performance. Substitute the following sentence for the first sentence of paragraph (1)(ii)(A) of the definition of *domestic end product* in paragraph (a) of [52.225-1](#): (A) The cost of its components mined, produced, or manufactured in the United States exceeds ____ percent of the cost of all its components. [*Contracting officer to insert the percentage per instructions at [13.302-5\(d\)\(4\)](#).*])

(xviii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations., Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)) (Applies to contracts greater than the threshold specified in FAR [26.404](#) on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xix) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT 2013)(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).

(xx) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).

(xxi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#))(Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at [47.504\(d\)](#)).

(2) Listed below are additional clauses that may apply:

- (i) [52.204-21](#), Basic Safeguarding of Covered Contractor Information Systems (NOV 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)
- (ii) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021) (Applies to contracts over the threshold specified in FAR [9.405-2](#)(b) on the date of award of this contract).
- (iii) [52.211-17](#), Delivery of Excess Quantities (*Sept 1989*) (Applies to fixed-price supplies).
- (iv) [52.247-29](#), F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).
- (v) [52.247-34](#), F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).
- (c) FAR 52.252-2, *Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights-

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in

either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

THE FOLLOWING DEPARTMENT OF STATE ACQUISITION REGULATION
(DOSAR) CLAUSE(S) IS/ARE INCORPORATED BY REFERENCE (48 CFR CH. 6):

<u>DOSAR</u>	<u>TITLE AND DATE</u>
652.229-71	PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)
652.242-73	AUTHORIZATION AND PERFORMANCE (AUG 1999)

652.243-70 NOTICES (AUG 1999)

THE FOLLOWING DOSAR CLAUSE(S) IS/ARE PROVIDED IN FULL TEXT:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD
ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

SECTION I - LIST OF ATTACHMENTS

EXHIBIT A – Listing of Construction Submittals to be Reviewed (see B.2.0)

EXHIBIT B – Format for Inspection Reports (see B.3.0)

EXHIBIT C – Contractor Proposed On-Site Schedule (see B.3.5)

EXHIBIT A
LISTING OF CONSTRUCTION SUBMITTALS TO BE REVIEWED

SCOPE OF WORK

1.0 PURPOSE.

This document identifies the scope of work (SOW) for the building and installation of a grill fence on the southwest concrete wall of the compound of the US Embassy in Niger. This SOW addresses requirements for the distances where the fence will be installed, fence elevation, material quality and sizes, types of anchorages, fence arming features, and paint finishing.

2.0 BACKGROUND.

Security concerns have warranted building this fence as well as to bring the property up to security code requirements.

3.0 REQUIREMENTS.

The contractor is to complete the following tasks as part of this project.

3.1 The contractor shall build a fence approximately (146 m) along the southwest side of the building, measured from the south side France Ambassador residence to west side of the entry gate to service parking lot. Contractor is responsible for verifying the length of the fence during the site visit. Remove and reinstall the existing lamps, and flowers, timers.

3.2 The contractor shall build the fence at a 3m. elevation from the top of the existing ground level.

3.3 The contractor shall install a grille on top exterior side as a prolongation of the beam.

3.4 The contractor shall install a grille, 3.5 w x 2 H of a square tube.

- 50 thickness 3 mm horizontal
- round tube 20/27 mm vertical
- expansion joints every 25 m
- Fabricate and install a filter panel 25 x30 cm with a rebar of 14
- Two gates with padlocks
- Provide security lights conduits with junction boxes on each column and cable size 1.5 mm² and install the lights 60W
- Solar street security lights all in one D280W, recommended installation height 6-8 m ,24 units. High-capacity lithium batterie built in 650WH. WATERPROOF
- Provide camera conduits on fours columns (with junction boxes)
- Install GFCI Breaker 20 amps
- All conduits should be PVC
- mortar finishing of columns and beams 350kg/m³, the usual range of gravel that should be employed is between 9.5mm and 37.5mm in diameter, river sand

FORM WORK

All necessary boarding, supports, erecting.

framing angles, striking and removals, cleaning and wetting. Form work is measured in the same order as the concrete item. Form work is measured as net concrete.

MASONRY/PLASTERING

(a) Rates shall include for cleaning out cavities, forming rebated reveals and pointing and cleaning down to reveals where necessary; fractional size blocks, all necessary machine cutting, cutting or forming chases or edges.

Rendering 400 m², mixing ratio 350kg/m³

Four concrete steps for the gates: each 5 steps two guardrails

PAINTING

(b) All painting work shall be carried in accordance with the Specifications

"(c) Rate shall include for weatherproof paint finish for the wall complete including. 01 coats of oil-based wall sealer, neat application of Texture + Paint finish 02 coats of weather bond paint."

Weather bond paint finish (Color similar to ALABASTER 13A-3P-NIPPON PAINT)
Granulated paint is required and shall be the same color with parking lot fence and grille.

3.5 The contractor shall keep a 4m distance between columns no matter if the top of the existing concrete wall drops down.

3.6 The contractor shall keep a 4 m distance between columns except when the existing concrete wall changes direction and the measurement of the distance between columns tends to be less than required.

3.8 The contractor shall weld the horizontal square tube bars at the bottom and top place of each column.

3.9 The contractor shall use an expansion joint in between the last column to the existing concrete wall.

3.17 The contractor shall cover the top of all hollow bars with heavy duty covers.

3.18 The contractor shall weld all base plates, columns, beams, and hollow bars with the certified welding rods to ensure the depth of fusion with stainless steel unions.

3.19 The contractor shall paint the fence with the outside existing color primer rust preventive finishing paint.

3.20 The contractor shall apply the environmental resistant color paint for finishing that will be notified to the contractor.

- Painting granulated should be the same of the of the wall on the road and grille too the same on the parking lot grille 350 m² and oil base paint 100m²

Concrete Foundation of the fence Wall:

CONCRETE WORKS

Lean Concrete 50mm thick Lean Concrete Below Foundation Beams

Mixing, depositing, handling and hoisting into position.

Packing and tamping around reinforcement including mechanical vibration.

Curing as specified and stop pour construction joints etc.

0.65X 0.25X146 m Foundation (for boundary wall) 10mm rebar diameter/ size normalized the contractor shall install at (15 cm). distance between bars.

200 X 200mm Columns - 48 -Nos 10M rebar diameter/ size normalized stirrups 15 cm with rebar 8

20x20x40 brick wall underground 1mx146m, 350kg/m³ mixing ratio and bricks will be tested before use.

146 X 0.20 x 0.1 m beam -Nos 10mm rebar diameter/ size normalized stirrups 15 cm with rebar 8

4.0 MATERIALS AND TOOLS

4.1 The contractor shall provide labor and material that will be used on this project.

4.2 The contractor shall use his own tools needed for the project.

5.0 POWER

5.1 The contractor shall provide a generator for all electrical power tools and or equipment such as a welder or any other electrical power needs. Compound electrical power will only be used exceptionally for this project.

6.0 SITE CONDITION AND CLEAN UP

6.1 The contractor shall maintain the site in a safe and secure condition at all times.

6.2 The contractor shall maintain the site in a neat and clean condition at all times.

6.3 The contractor shall remove and dispose of all waste materials including concrete, aggregate materials, reinforcing steel rebar(s), piping, associated with the project.

6.4 The contractor shall return the construction site back into the same condition or better, as it was found prior to the start of the project.

7.0 PROJECT SCHEDULING

7.1 The contractor shall provide the time needed to complete this project in their project proposal they submit.

7.2 The contractor will have access to the site 6 days a week (Monday-Saturday), 10 hours per day. All work outside of this time frame will require prior approval from the Contracting Officer Representative.

7.3 The contractor shall provide verbal weekly work progress reports to be incorporated in a written weekly progress report.

7.4 the timeline for the execution of this project is 45 days maximum.

8.0 CONTRACTOR RESPONSIBILITIES.

The contractor shall conform to the following:

8.1 The contractor is responsible for ensuring the safety of the workers and site personnel during the project.

8.2 The contractor shall verify and be responsible for all dimensions and conditions at the job site for their tasks.

8.3 The contractor shall ensure the site is kept dry at all times.

8.4 The contractor shall be responsible for the protection of all adjacent areas against damage and shall repair all damaged areas to match existing improvements.

8.5 The contractor shall keep the construction area clean at all times and at completion of work remove all surplus materials, equipment and debris leaving the premises in a clean condition acceptable to the owner or owners' representative.

8.6 The contractor shall perform damage restoration improvements as associated with the fence project.

8.7 The contractor shall identify and immediately bring to the attention of the Contracting Officer Representative any anomalies of concern.

9.0 REPORTING REQUIREMENTS.

The contractor shall provide the following:

9.1 The contractor shall provide daily verbal progress reports as requested by the Contracting Officer Representative.

9.2 The contractor shall provide verbal notice to the Contracting Officer Representative, two weeks in advance of the delivery of any and all materials and equipment to site.

9.3 The contractor shall provide written notice to the Contracting Officer Representative, one week in advance, of the need of access to the site of any additional construction

personnel after the start of the project. This also pertains to delivery personnel who will need to be on site for an extended period of time, more than simply dropping off materials (i.e., operators of rental equipment, driver of material delivery truck, etc.)

9.4 The contractor shall identify and immediately bring to the attention of the Contracting Officer Representative any anomalies of concern.

10.0 GENERAL INFORMATION.

10.1 Throughout the project process there will be a Contracting Officer Representative on site to oversee and assist the contractor with any anomalies or areas of concern.

10.2 The contractor, upon completion of the project shall remand all documentation for the project as required by post Regional Security Officer and/or Post Security Officer.

10.3 The contractor shall surrender any/all documentation, pertaining to the project, to the Contracting Officer Representative as requested and/or required by Regional Security Officer and/or Post Security Officer.

10.4 The contractor and his personnel will be escorted at all the time when working inside the CMR .

10.5 The contractor and his personnel can use the restrooms located at support service building.

10.6 The contractor and his personnel may not visit other area than the yard.

10.7 The contractor may visit, if escorted, the general service office when required.

11.0 DOSAR CLAUSE 652.236-70 Accident Prevention

11.1 Contractors must demonstrate understanding of their responsibilities by addressing hazards in preplanning processes and meetings.

11.2 Prior to starting a project, each contractor is required to review the work site and identify hazards that may occur while performing the job.

- Hazard identification shall be accomplished by conducting an Activity Hazard Analysis (AHA) for individual tasks.

- This requirement shall include the submission of AHA documentation.

- AHA forms and general information can be obtained from Embassy Post Occupational Safety and Health Officer (POSHO) and/or the Contracting Officer Representative.

11.3 Prior to starting a project, the contractor shall contact Contracting Officer Representative, to ensure they have received pertinent information for the project including requirements for permits, floor plans, utility information, asbestos, lead based paint, and other hazardous materials.

11.4 Contractors must provide their employees with a safe and healthful condition of employment.

11.5 Contractors are expected to provide a "competent person" to implement site health and safety plan and to oversee its compliance. A competent person is an individual who,

by way of training and/or experience, is knowledgeable of applicable standards, is capable of identifying workplace hazards relating to the specific operation, is designated by the employer, and has authority to take appropriate actions.

11.6 The Contractor shall be responsible for the removal and/or disposal of hazardous waste generated from the project. Hazardous waste generated from the project must be removed and disposed of in accordance with the Department's Hazardous Waste Management Policy as well as local rules and regulations.

11.7 The contractor shall ensure proper safety health and environmental requirements of US Army Corps of Engineers EM 385-1-1 manual applicable to their project are followed. EM 385-1-1 information can be obtained through the Post Occupational Safety and Health Officer (POSHO) and/or the Contracting Officer Representative.

11.8 The contractor shall ensure individuals working at the site are trained and are aware of potential hazards. Contractors shall ensure that these individuals are provided with proper safety equipment to prevent accidental injury in accordance with the requirements of the contract.

11.9 Contractors will report accidents to POSHO.

EXHIBIT B
FORMAT FOR INSPECTION REPORTS

The offeror to submit a suggested format.

EXHIBIT C
CONTRACTOR PROPOSED ON-SITE SCHEDULE

SECTION J - INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhw/lscarr.htm>

J.1.0. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the services described earlier.

Summary of Instructions - Each quotation must consist of the following:

Volume	Title	No. of Copies*
1	Executed Standard Form 1449	2
2	Price Proposal	2
3	Technical Proposal	2

Submit the complete quotation to the address indicated at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 18.

The quoter shall state any deviations, exceptions, or conditional assumptions taken regarding this solicitation and explain/justify them in the appropriate volume of the offer.

Volume 1 shall contain:

1. Complete pricing schedules as identified in Section A. This shall include providing loaded hourly rates for each professional category of each required discipline, inclusive of all labor costs, overhead, G&A, and profit. Submit the same information for any proposed subcontractors. It shall also include firm-fixed prices for each submittal listed in Section A, broken down to reflect labor rates, overhead, G&A and profit.
2. A copy of the firm's financial statement.
3. A copy of liability insurance policy covering errors and omissions.

Volume 2 shall contain:

1. List of individuals proposed to perform the services as separately priced in A.2.1 and their resumes.
2. Proposed schedule for providing the inspection services outlined in B.3.3. This schedule, if accepted by the Government, will become Exhibit C.

J.2.0. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make

their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer.

In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses: <http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (JAN 2004)

J.3.0. SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Time-and Materials contract with some Firm-Fixed Price contract line items, resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a)Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the **Management Officer, U.S. Embassy Niamey.**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

J.4.0. FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

- *Income (profit-loss) Statement* that shows profitability for the past 5 years.
- *Balance Sheet* that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and
- *Cash Flow Statement* that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the quoter's financial responsibility and ability to perform under the contract. Failure of an quoter to comply with a request for this information may cause the Government to determine the quoter to be nonresponsible.

SECTION K - EVALUATION CRITERIA

K.1 Instructions to Offeror. Each offer must consist of the following:

- a. List of clients over the past 5 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Niger then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
 - Quality of services provided under the contract;
 - Compliance with contract terms and conditions;
 - Effectiveness of management;
 - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
 - Business integrity / business conduct.
- b. The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.
- c. Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing in Niger or plans to establish an office within 30 days of contract award.
- d. The offeror shall provide proof of SAM registration to include the SAM UEI number.
- e. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- f. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
 - g. The offeror's strategic plan for Wall fence construction services to include but not limited to:
 - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
 - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already

possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

K.2 EVALUATION PROCESS

The Government will select an architectural and engineering contractor following Subpart 36.6 of the Federal Acquisition Regulation. The Government will evaluate the quotation submitted in response to this solicitation. Award will be based on whether the U.S. Government is able to negotiate a fair and reasonable price for these services.

If a mutually satisfactory price cannot be negotiated, the Contracting Officer shall notify the quoter that negotiations have been terminated. The Contracting Officer shall then initiate negotiations with the next firm on the final selection list. This procedure shall continue until a mutually satisfactory contract has been negotiated. If negotiations fail with all selected firms, the Contracting Officer shall refer the matter to the selection authority who, after consulting with the Contracting Officer as to why a contract cannot be negotiated, may direct the evaluation board to recommend additional firms.

K.3 SEPARATE CHARGES

Separate charges, in any form, are not solicited. The Government shall not be obligated to pay any charges other than the contract price.

SECTION L - REPRESENTATIONS CERTIFICATIONS AND OTHER

L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d)through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN)

TIN:	
<input type="checkbox"/>	TIN has been applied for
<input type="checkbox"/>	TIN is not required because:
<input type="checkbox"/>	Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.
<input type="checkbox"/>	Offeror is an agency or instrumentality of a foreign government
<input type="checkbox"/>	Offeror is an agency or instrumentality of the Federal Government

(e) Type of Organization

<input type="checkbox"/>	Sole Proprietorship
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Corporate Entity (not tax exempt)
<input type="checkbox"/>	Corporate Entity (tax exempt)

	Government entity (Federal, State or local)
	Foreign Government
	International organization per 26 CFR 1.6049-4
	Other:

(f) Common Parent

	Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
	Name and TIN of common parent
Name	
TIN	

(End of provision)

L.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS
(MAR 2023)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

(2) The small business size standard is _____ *[insert size standard]*.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)

(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) ☐ Paragraph (d) applies.

(ii) ☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

- (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
 - (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
 - (iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.
 - (v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
 - (vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
 - (vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.
 - (viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
 - (ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
 - (x) [52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
 - (xi) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
 - (xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
 - (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
 - (xiii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be

performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).

(xiv) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xv) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xvi) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at [52.204-7](#).)

(xx) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xxi) [52.225-4](#), Buy American-Free Trade Agreements-Israeli Trade Act Certificate.

(Basic, Alternates II and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) [52.204-17](#), Ownership or Control of Offeror.

___ (ii) [52.204-20](#), Predecessor of Offeror.

- ___ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.
- ___ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
- ___ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- ___ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
- ___ (vii) [52.227-6](#), Royalty Information.
- ___ (A) Basic.
- ___ (B) Alternate I.
- ___ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

Alternate I (MAR 2023). As prescribed in [4.1202](#)(a), substitute the following paragraph (a) for paragraph (a) of the basic provision:

(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS Code

Size standard

NAICS Code

Size standard

[Contracting Officer to insert NAICS codes and size standards].

(2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce, (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
- (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

L.3 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS REPRESENTATION (NOV 2015)

(a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(c) Representation. The Offeror represents that.

- (1) It ☐ is, ☐ is not an inverted domestic corporation; and
- (2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(End of provision)

L.4. AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

Telephone Number: _____

L.5. 52.204–24 REPRESENTATION REGARDING CERTAIN
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT (OCT 2020).

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information

required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2)After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered

telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

- (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

L.6. 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25,

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representations.* (1) The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)